

**MANOR OF LINCOLN
DEVELOPMENT AND CONDITIONAL ZONING AGREEMENT**

This Manor of Lincoln Development and Conditional Zoning Agreement ("Agreement") is hereby made and entered into this _____ day of _____, 2013, by and between **Manor of Lincoln, Inc.**, a Nebraska corporation, hereinafter referred to as "Developer", and the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as "City."

RECITALS

I.

Developer has petitioned the City for a change of zone from R-2 Residential District ("R-2") to B-1 Local Business District ("B-1") upon property generally located at N. 14th Street and Knox Street. The property is legally described as:

West 74 feet of Lot 1, Lots 2 and 3 except the west 7 feet and the west 74 feet of Lot 4, all in Block 35, Washington Heights, Lincoln, Lancaster County, Nebraska and the north 1/2 of vacated Nelson Street abutting thereon, ("B-1 Property").

II.

Given the predominance of residential zoning north, east and west of the B-1 Property, commercial zoning is a concern.

III.

The Developer has represented to the City that, in consideration of the City re-zoning the B-1 Property to B-1, the Developer will enter into an agreement with the City to limit the uses on the Property to office, veterinary facility and those B-1 uses also allowed in the R-2 District.

IV.

The City desires an Agreement to be assured that Developer will develop the B-1 Property as represented should the B-1 Property be rezoned to B-1.

NOW THEREFORE, in consideration of the above recitals and the following terms and conditions, the parties agree as follows:

1. The City hereby agrees to grant Developer's petition to change the zoning map from R-2 to B-1 District on the B-1 Property.

2. In consideration for the City re-zoning the B-1 Property to B-1 Local Business District the Developer agrees that the development of the B-1 Property shall be subject to the following requirements:

- a. Permitted uses on the B-1 Property are office, veterinary facility and those B-1 uses also allowed in the R-2 District.
- b. In order to protect the residential neighborhood to the north, the existing one story building located on the B-1 Property which is residential in character will be preserved and not demolished.
- c. Permitted uses on the B-1 Property must occupy the existing one story building located on the B-1 Property.
- d. Street trees will be planted along N. 14th Street where there is adequate space as determined by the Parks and Recreation Department.

3. As further consideration for granting the B-1 zoning on the B-1 Property, Developer agrees that the following described property shall remain zoned R-2:

The west 90 feet of Lots 1 and 2, Block 1, and the west 90 feet of Outlot "A", Block 1, North Side Village First Addition Replat, Lincoln, Lancaster County, Nebraska; and

Lots 1, 2, 3 and 4, Hill Top Subdivision, together with the vacated alley abutting on the north and all of vacated Knox Street abutting on the south, and the south 40 feet of the west 113 feet of said vacated Knox Street, except the west 7 feet thereof, Lincoln, Lancaster County, Nebraska; ("R-2 Property").

4. This Agreement shall run with the B-1 Property and the R-2 Property and shall be binding upon the parties hereto and their respective successors and assigns.

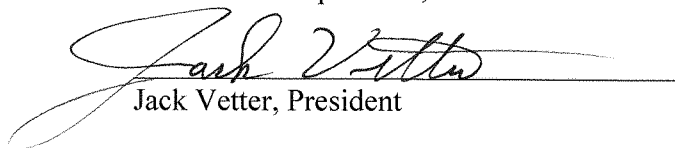
5. This Agreement, when executed by the parties hereto, shall be recorded by the City in the office of the Register of Deeds of Lancaster County, Nebraska, filing fees to be paid by Developer.

IN WITNESS WHEREOF, the parties herein have executed this Agreement on the day and year set forth above.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

Chris Beutler, Mayor

MANOR OF LINCOLN, INC.
a Nebraska corporation,



Jack Vetter, President

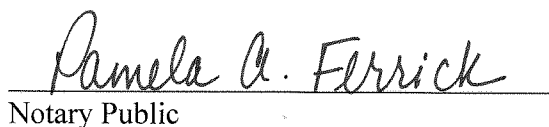
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Chris Beutler, Mayor of the City of Lincoln.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 30th day of January, 2013, by Jack Vetter, President of Manor of Lincoln, Inc., a Nebraska corporation.



Notary Public

